

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

**STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF TARRANT §**

WHEREAS, JEANNE S. MCCLUNG, SARA MCCLUNG HALE, SABLE & MCCLUNG FAMILY PARTNERSHIP, LTD. and SABLE & SABLE FAMILY PARTNERSHIP, LTD. (hereafter referred to collectively as "Lessor") and FINLEY RESOURCES INC. (hereinafter referred to as "Lessee"), are parties to that certain Oil and Gas Lease dated April 1, 2008, recorded as Instrument Number D208199053 of the Official Public Records of Tarrant County, Texas (hereinafter referred to as "said Lease"), and said Lease covers the following described lands:

10.00 acres of land, more or less, out of and a part of the Abraham Stallions Survey, A-1396, and the Nathaniel Holbrook Survey, A-647, Tarrant County, Texas, being the same land described in that certain Special Warranty Deed dated January 26, 1993, by and between Resolution Trust Corporation, as Receiver for Sunbelt Federal Savings, FSB, as Grantor, and Lotus Oil Tool Co., Inc., as Grantee, recorded in Volume 10950, Page 2326, of the Official Public Records of Tarrant County, Texas.

WHEREAS, Lessor and Lessee recognize that said Lease is in full force and effect; and it is the desire of both Lessor and Lessee to amend said Lease in the manner provided hereinbelow.

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to amend the first line (1st) line of section two (2) on page one (1) of said Lease, the "Primary Term", by removing the words "two (2) years" and replacing it with the words "thirty (30) months", so that said section two (2), the Primary Term, now reads:

"2. Primary Term. This Lease is for a term of thirty (30) months from the date hereof (called "Primary Term" herein) and as long thereafter as oil and gas is produced by Lessee in paying quantities from the Land or land pooled therewith."

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to amend the sixth (6th) and seventh (7th) lines of section six (6) on page five (5) of said Lease, the "Shut-in Royalty" paragraph, by removing the words "The right of Lessee to maintain this Lease in force by payment of shut-in gas royalty is limited to the period of two years that follow the expiration of the Primary Term." and replacing it with the words "The right of Lessee to maintain this Lease in force after the expiration of the Primary Term by payment of shut-in gas royalty is limited to an aggregate period of five years and is further limited to consecutive periods of two years.", so that said section six (6), the Shut-in Royalty, now reads:

" 6. Shut-in Royalty. While there is a gas well on this Lease or acreage pooled therewith capable of producing gas in paying quantities, but gas is not being sold, Lessee shall pay or tender in advance an annual shut-in royalty of \$500.00 for each well from which gas is not being sold. Payment with respect to a well will be due within (60) days after the well is shut-in. While shut-in royalty payments are timely and properly paid, this Lease will be held as a producing lease. The right of Lessee to maintain this Lease in force after the expiration of the Primary Term by payment of shut-in gas royalty is limited to an aggregate period of five years and is further limited to consecutive periods of two years. The obligation of Lessee to pay shut-in royalty is a condition and not a covenant. The payment or tender of royalty under this paragraph may be made by check of Lessee mailed or delivered to the parties entitled thereto on or before the due date."

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to amend a portion of the third (3rd) line of section eight (8) on page six (6) of said Lease, the "Pooling" paragraph, by removing the number "160" and replacing it with the number "320", so that the sentence containing said number 160 now reads:

"The acreage in a pooled gas unit may not exceed 320 acres plus a maximum tolerance of 10%, and the acreage in a pooled oil unit may not exceed 40 acres."

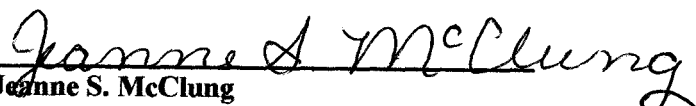
The cash consideration for the execution of this Amendment by Lessor shall be paid by Lessee to Lessor by separate and individual checks, in the percentages indicated, as follows: JEANNE S. MCCLUNG, 45.76%, whose mailing address is 3419 Westminster Ave., No. 271, Dallas, TX 75205; SARA MCCLUNG HALE, 00.72%, whose mailing address is 3419 Westminster Ave., No. 271, Dallas, TX 75205; SABLE & MCCLUNG FAMILY PARTNERSHIP, LTD., 26.76%, whose mailing address is 5 Ashmere Court, Dallas, TX 75225; and SABLE & SABLE FAMILY PARTNERSHIP, LTD., 26.76%, whose mailing address is 5 Ashmere Court, Dallas, TX 75225.

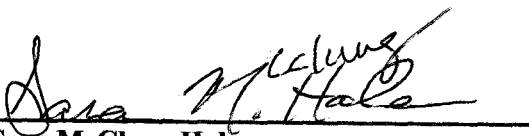
Lessor and Lessee hereby adopt, ratify and confirm said Lease as the same is hereby amended, and Lessor hereby grants, leases, and lets all of the acreage above-described and referred to unto Lessee subject to and under the terms and provisions of said Lease; and such Lease is expressly affirmed, ratified and declared to be effective and binding for all purposes as of the date hereof.

The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, legal representatives, successors and/or assigns when fully signed and acknowledged by Lessor and Lessee and a copy is delivered to Lessor.

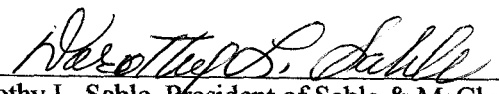
EXECUTED on this 4th day of February, 2010.

LESSOR:

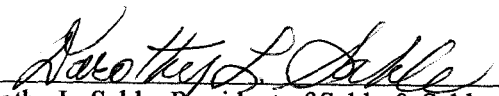

Jeanne S. McClung
3419 Westminster Ave., No. 271
Dallas, Texas 75205


Sara McClung Hale
3419 Westminster Ave., No. 271
Dallas, Texas 75205

SABLE & MCCLUNG FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership, acting by and through its
General Partner, SABLE & MCCLUNG, LLC,
a Texas limited liability company

By: 
Dorothy L. Sable, President of Sable & McClung, LLC
5 Ashmere Court, Dallas, Texas 75225

SABLE & SABLE FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership, acting by and through its
General Partner, SABLE & SABLE, LLC,
a Texas limited liability company

By: 
Dorothy L. Sable, President of Sable & Sable, LLC,
5 Ashmere Court, Dallas, Texas 75225

LESSEE:

FINLEY RESOURCES INC.

By: _____

Clinton Koerth, Vice President

WOODCREST OIL AND GAS I, LLC

By: _____

James A. Ryffel, Manager

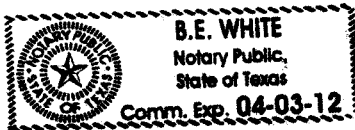
Acknowledgments

STATE OF TEXAS }

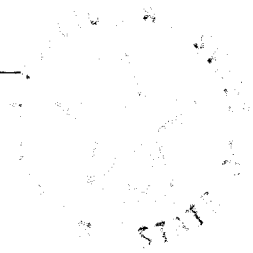
COUNTY OF DALLAS }

This instrument was acknowledged before me on February 4, 2010, by
JEANNE S. MCCLUNG and SARA E. MCCLUNG.

Commission Expires:
April 3, 2012



B. E. White, Notary Public, State of Texas

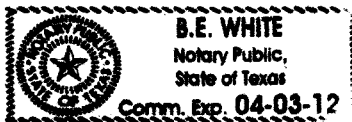


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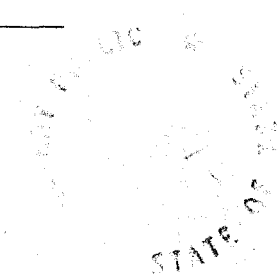
STATE OF TEXAS }
 }
COUNTY OF DALLAS }

This instrument was acknowledged before me on February 4, 2010, by DOROTHY L. SABLE, as President of SABLE & MCCLUNG, LLC, a Texas limited liability company, on behalf of said company, and the company executed this instrument as General Partner on behalf of **SABLE & MCCLUNG FAMILY PARTNERSHIP, LTD**, a Texas limited partnership.

Commission Expires:
April 3, 2012



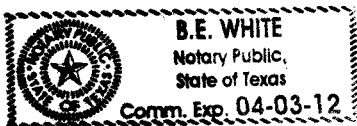

B. E. White, Notary Public, State of Texas



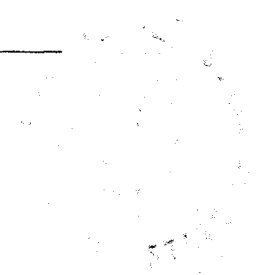
STATE OF TEXAS }
 }
COUNTY OF DALLAS }

This instrument was acknowledged before me on February 4, 2010, by DOROTHY L. SABLE, as President of SABLE & SABLE, LLC, a Texas limited liability company, on behalf of said company, and the company executed this instrument as General Partner on behalf of **SABLE & SABLE FAMILY PARTNERSHIP, LTD**, a Texas limited partnership.

Commission Expires:
April 3, 2012




B. E. White, Notary Public, State of Texas



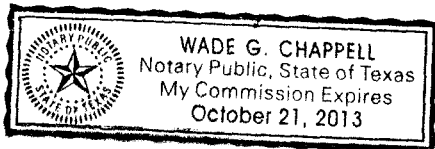
Acknowledgments

(continued)

STATE OF TEXAS }
 }
 COUNTY OF TARRANT }

This instrument was acknowledged before me on February 24, 2010, by CLINTON KOERTH, as Vice President of **FINLEY RESOURCES, INC.**, a Texas corporation, on behalf of said corporation.

Commission Expires:
10/21/2013



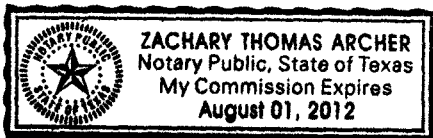
Wade G. Chappell
 Notary Public, State of Texas

Wade G. Chappell
 Typed or Printed Name of Notary

STATE OF TEXAS }
 }
 COUNTY OF TARRANT }

This instrument was acknowledged before me on MARCH 1st, 2010, by JAMES A. RYFFEL, as Manager of **WOODCREST OIL AND GAS I, LLC**, a Texas limited liability company, on behalf of said company.

Commission Expires:
8-1-2012



Zachary Archer
 Notary Public, State of Texas

ZACHARY ARCHER
 Typed or Printed Name of Notary

Return to:

Finley Resources Inc.
 c/o W.G. Chappell
 PO Box 2200
 FW, TX 76113

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FINLEY RESOURCES INC
PO BOX 2200
FT WORTH, TX 76113

Submitter: FINLEY RESOURCES INC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 3/3/2010 3:43 PM

Instrument #: D210047386

LSE

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PGS

\$36.00

By: _____

Suzanne Henderson

D210047386

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL